

Board of Education
Thursday, August 25, 2011, 5:00 PM
Adams Leadership Center, Winborn Conference Room

I.	Call to Order, Susan Heil, President	I-1
II.	Pledge of Allegiance, Holt Middle School	II-1
III.	Roll Call of Members	III-1
IV.	Recognition of People, Events, & Programs	IV-1
V.	Citizen Participation	V-1
VI.	Consent Agenda	
	A. Reading of the Minutes	VI-A1
	B. Certified Staff Changes	VI-B1
	C. Classified Staff Changes	VI-C1
	D. Student Transfers	VI-D1
	E. Special Education Agreement	VI-E1
	<i>*Any item shall be removed from the consent items section at the request of one board member.</i>	
VII.	Action Items	
	A. FHS Graduation Requirements – Steve Jacoby	VII-A1
	B. FHS Honors & High Honor Graduation Requirements – Steve Jacoby	VII-B1
	C. Revisions to Policies 5.7 (Absences) & 5.8 (Make-up Work) – Ginny Wiseman	VII-C1
	D. Naming Policies – Rudy Moore, Jr.	VII-D1
	E. Qualified School Construction Bonds – Lisa Morstad	VII-E1
	F. Auditor Selection – Lisa Morstad	VII-F1
VIII.	Information Items	
	A. <i>Key Work of School Board Study: Alignment</i> – Justin Eichmann	VIII-A1
	B. FY11 Year End Report – Lisa Morstad	VIII-B1
	C. FHS Update – Vicki Thomas	VIII-C1
IX.	Adjournment	IX-1

If you wish to speak during citizen participation or an action item report, please observe the following:

- 1. Avoid references, statements or conduct reasonably likely to result in disruption or undue delay in the orderly transaction of the business scheduled for consideration by the Board.*
- 2. Avoid personal attacks of any identified individual or group.*
- 3. Refrain from cumulative or repetitive remarks.*
- 4. Refrain from obscenity, vulgarity or other breach of respect.*
- 5. Refrain from words or statements which, from their usual construction and common acceptance, are construed as insults and tend to breach the peace.*
- 6. Comply with the time limits for public comment (5 minutes for citizen participation; 3 minutes for action item.)*

August 25, 2011

I. Call to Order

II. Pledge of Allegiance

Holt Middle School
Mr. Mike Mason, Principal

III. Roll Call

Susan Heil, President
Tim Hudson, Vice President
Jim Halsell, Secretary
Bryn Bagwell, Member
Justin Eichmann, Member
Steve Percival, Member
Becky Purcell, Member

August 25, 2011

IV. Recognition of People, Events and Programs

V. Citizen Participation

VI. Consent Agenda

Reading of the Minutes
Certified Staff Changes
Support Staff Changes
Student Transfers
Special Education Agreements

Minutes of the July 28, 2011 Regular Meeting of the Fayetteville Board of Education

The meeting convened at 5:00pm in the Adams Leadership Center with President Susan Heil presiding. The Pledge of Allegiance was recited.

Roll Call

The roll was called and board members Jim Halsell, Tim Hudson, Susan Heil, Justin Eichmann, Bryn Bagwell and Steve Percival were present.

Recognition

The district technology department was recognized for their work with geospatial technology in developing the Online Transportation Information system. The district received a Special Achievement in GIS Award at the ESRI International User Conference in San Diego in July. Team members Patty Plummer, Andy Mayes, and Tom Meyer were introduced.

Consent Agenda

The Board approved the consent agenda by a 6-0 vote. Bryn Bagwell made the motion, which was seconded by Tim Hudson.

Utility Easement

The Board voted 6-0 to approve a general utility easement for the construction of the tennis courts on Sang Avenue. Steve Percival made the motion, which was seconded by Jim Halsell.

Bond Ratification

The Board voted 6-0 to approve the resolution to authorize the issuance of \$8,400,000 in construction bonds. Chief financial officer Dr. Lisa Morstad noted that this is to ratify the sale of bonds associated with the capital budget. The winning bid was from Raymond James and Associates, Inc. with a true interest rate of 3.305085%. The loan has a 19 year term. Jim Halsell made the motion, which was seconded by Bryn Bagwell.

Key Work of School Boards Study

Board member Bryn Bagwell presented the fourth of eight presentations by board members on *The Key Work of School Boards*. Ms. Bagwell discussed accountability as it relates to achievement status and student performance.

FHS Graduation Requirements

Steve Jacoby, FHS principal, presented information regarding a change in the requirements for participation in the graduation ceremony. The change, which would start with the graduating class of 2016, would require seniors to complete the required number of credits to meet graduation requirements before the last day of school to be eligible to participate in the graduation ceremony. The Board will be asked to approve the change at the August board meeting.

FHS Honors & High Honor Graduation Requirements

Mr. Jacoby presented information regarding changes to the FHS honors & high honors graduation requirements, which would start with the graduating class of 2016. The Board will be asked to approve the changes at the August board meeting.

Naming Rights Policy

Rudy Moore, Jr., school district attorney, presented two new policies, Policy 6.16 (Naming Rights) and Policy 6.17 (Naming Facilities). The purpose of Policy 6.16 is to establish criteria and procedures for granting naming rights of district facilities. The purpose of Policy 6.17 is to establish the criteria and procedures for naming district facilities. The Board will be asked to approve these policies at the August board meeting.

Happy Hollow Status Report

Phil Jones from Nabholz reported that the paperwork for LEED certification at Happy Hollow Elementary school is being completed. Minor touch ups are being done before the first day of school on August 4th. The project was completed within the guaranteed maximum price.

FHS Update

Jared Brown of Nabholz Construction reported on the progress made at the Fayetteville High School site. He noted that the masonry walls in the southeast quadrant are almost complete. The work on the masonry walls in the performing arts area is ongoing. Work on the southwest quadrant retaining walls and concrete footings is underway.

Adjournment

The meeting was adjourned at 6:08pm.

Susan W. Heil, President

Jim Halsell, Secretary

Minutes of the August 12, 2011 Special Meeting of the
Fayetteville Board of Education

The meeting convened at 12:00pm in the McClinton Administration Building with President Susan Heil presiding. Roll was called and board members Jim Halsell, Tim Hudson, Susan Heil, Steve Percival, Justin Eichmann, and Bryn Bagwell were present.

The Board voted 6-0 to approve Amendment #5 to the agreement between the Fayetteville School District and Nabholz Construction for the eight high school tennis courts located at the Asbell Elementary site. The guaranteed maximum price for this project is \$737, 786. Phil Jones from Nabholz noted that post tensioned concrete will be used for the tennis courts, which will result in reduced maintenance costs. Steve Percival made the motion, which was seconded by Justin Eichmann.

The Board voted 6-0 to authorize the president of the board to execute the Pacific Life withdrawal request. Dr. Lisa Morstad reported that this annuity fund was part of the compensation package for Dr. Bobby New, former superintendent. Tim Hudson made the motion, which as seconded by Steve Percival.

The meeting was adjourned at 12:15pm.

Susan W. Heil, President

Jim Halsell, Secretary

August 25, 2011
B. Certified Staff Changes

TO: Board of Education

FROM: Vicki Thomas, Superintendent

I recommend approval of the following personnel actions:

Provisional Employment ¹

<i>Name</i>	<i>Position & Assignment</i>	<i>Replacement/New</i>	<i>Period</i>
Randallene J. Stolz 4	Teacher/Ramay	New	1/12
Ashley Fisk 3	Teacher/Holt	Replacement	11/12
Bryan Striegler 3,11	Teacher/Woodland	New	11/12
Sarah Jewell 3,11	Teacher/Holt	Replacement	11/12
Megan Hula 2,3	Teacher/FHS	New	11/12
Whitney Green 3	Instructional Facilitator, Owl Creek	New	11/12
Anna Hillbrand 2,3	Teacher/Owl Creek	New	11/12
Kelly Buckley 3,11	Teacher/McNair	Replacement	11/12
Christie Alexander 3	Director of Math/District	Replacement	11/12
John "Trey" Antonetti 4	Teacher/Woodland	Replacement	11/12
Amy Arnold 4,11	Teacher/Happy Hollow	Replacement	11/12
Beverly Davenport 3	Teacher/Holt	Replacement	11/12
Waneta Davidson 4	Teacher/Happy Hollow	New	11/12
Alican Mangrum 4,8	Teacher/Root	Replacement	11/12
Mary K. Wilson 3	Instructional Facilitator, Butterfield	Replacement	11/12
Bethany Pommier 2,4,8	Teacher/Ramay	New	11/12
Mica Parks 4,11	Teacher/Ramay	Replacement	11/12
Jacob Gibbs 4,11	Teacher/Owl Creek	Replacement	11/12
Erin Meins 4,9	Teacher/Leverett	Replacement	11/12
Tiffany Acker 4,9	Teacher/Leverett	Replacement	11/12
Amy Matthews 3	Teacher/FHS	Replacement	11/12
Audrey Caldwell 3	Media Specialist/Asbell	Replacement	11/12
Jennifer Vaughn 4,2	Teacher/Holcomb	New	11/12
Lori Kennett 2,4,8,11	Teacher/Holt	New	11/12
Sharon Long 3,9	Teacher/Owl Creek	Replacement	11/12
Mark Hale 4,8,11	Teacher/Holt	Replacement	11/12

Employment – Transfers, Changes

<i>Name</i>	<i>Position & Assignment</i>	<i>Replacement/ New Position</i>	<i>Period</i>
Susan Abram	Instructional Facilitator/Woodland	New	11/12
Kelly Brown	Instructional Facilitator/Early Intervention	New	11/12
Linda Granbois	Instructional Facilitator/Special Education	New	11/12
Holly Smith	Instructional Facilitator/Root	New	11/12
Angelia Arguella	Instructional Facilitator/Owl Creek Elementary	New	11/12
Jill Phillips	Instructional Facilitator/Butterfield	New	11/12
Brooke Wing	Instructional Facilitator/Washington	New	11/12
Kasi Davis	Instructional Facilitator/Asbell	New	11/12
Joanna Lever	Instructional Facilitator/Leverett	New	11/12

Katy Seifritz	Instructional Facilitator/McNair	New	11/12
Matthew Wilson	Instructional Facilitator/Ramay	New	11/12
Tonya Landrum 4	Teacher/Adult Education	Replacement	11/12
Bo Mabry 4	Teacher/Root	New	11/12
J. Claire Garrett	Teacher/McNair/Holt	Replacement	11/12
Erin Rains 4	Teacher/Happy Hollow Root	New	11/12
Leighanne Rickman	Teacher/McNair Middle School	Replacement	11/12
Lacey Bingaman	Teacher/Holt	Replacement	11/12
Rona Wamsley	Teacher/Leverett	Replacement	11/12
Jannette Harris 2	Teacher/Owl Creek	New	11/12

Resignation

<i>Name</i>	<i>Position & Assignment</i>
Marie Walden Cauldwell	Teacher/Root
Jeremy Pratchard	Teacher/Owl Creek
Susan M. Brown	Teacher/Butterfield
Shannon Simpson	Teacher/Owl Creek
Janice Bengtson	Teacher/Owl Creek

Extended Leave of Absence⁷

<i>Name</i>	<i>Position & Assignment</i>	<i>Period</i>
Jennifer Shreve	School Psychology Specialist, Root/Washington	4 th Quarter 11/12

Contract Renewals

<i>Name</i>	<i>Period</i>
Evelyn Kane	11/12
Allison Brockinton	11/12
Nicole Geopfert	11/12
Kelly Shaddy	11/12
Elizabeth Lewis	11/12
Lucious Trey Selmon	11/12
Tommy Deffebaugh	11/12

¹Pending Completion of a criminal background check and receipt of eligibility information from the Department of Education

²One year only

³Year 1 of 1 year new hire probationary period

⁴Year 1 of 3 year new hire probationary period

⁵Year 2 of 3 year new hire probationary period

⁶Year 3 of 3 year new hire probationary period

⁷Per policy 4150

⁸Contingent upon receipt of Arkansas Teaching Licensure

⁹One year contract contingent on grant funding

¹⁰Contingent upon acceptance in ALP program

¹¹Contract contingent upon waiver approval

¹²Contingent upon receipt of ABESBA License

¹³Contingent upon receipt of Medicaid Billing #.

August 25, 2011

TO: Board of Education

FROM: Vicki Thomas, Superintendent

I recommend approval of the following personnel actions:

Classified Staff Changes

Provisional Employment^{1,2}

<i>Name</i>	<i>Position & Assignment</i>	<i>Replacement/New</i>	<i>Period</i>
Hannah Fleming	Clerical Assistant/Holt	Replacement	11/12
Jillian Vire ⁴	Title I/Guided Lit./K Aide/Asbell	Replacement	11/12
Jolene Jennings ⁴	Title I/Lunchroom Aide/Holcomb	Replacement	11/12
Raymond Parker	Bus Driver/Transportation	Replacement	11/12
Dennis Lyons	Bus Driver/Transportation	Replacement	11/12
Derrick Ellison	Bus Driver/Transportation	Replacement	11/12
Laura Goodwin	Kindergarten Aide/Owl Creek	Replacement	11/12
Shirley Grogan	Crossing Guard/Vandergriff	Replacement	11/12
Kimberly Moore	Lunchroom Aide/McNair	Replacement	11/12
Brooke Redfern	Kindergarten Aide/Crossing Guard/Root	Replacement	11/12
Diane Alford	Lunchroom Aide/Asbell	Replacement	11/12
Karla Chadick	Special Ed Aide/Root	Replacement	11/12
Neal Smith	Bus Driver/Transportation	Replacement	11/12
Maria Alvarado	Custodian/District	Replacement	11/12
Michelle Younkin ⁴	Tech. Integration Spec./Leverett	New	11/12
Jonathan Whisenhunt ⁴	Tech.Integration Spec./Holt	Replacement	11/12
Erik Drews	Special Ed Aide/McNair	Replacement	11/12
Carol Borgstadt	Clerical Assistant/FHS	Replacement	11/12
Diana Bowerman ⁴	Pre-Kindergarten Aide/Owl Creek	Replacement	11/12
Kelly Gangluff ⁵	School Nurse/Vandergriff	Replacement	11/12
Jared Middleton	Special Ed Aide/FHS	Replacement	11/12
Kristin Klemm	Special Ed Aide/McNair	Replacement	11/12
Dustin Manning	Special Ed Aide/FHS	Replacement	11/12
Michele Smith	Special Ed Aide/Asbell	Replacement	11/12
Claudia DeLuna ⁴	Pre-K Aide/Happy Hollow	Replacement	11/12
LeAnne Mallory ⁵	Special Ed Aide/McNair	Replacement	11/12
Dannetta Hays ⁴	Pre-K Aide/Butterfield	Replacement	11/12
Rachael McKeethen	Special Ed Aide/Washington	Replacement	11/12
Logan LeMaster	Sales & Use Tax Accountant	New	11/12

Employment – Transfers, Changes

<i>Name</i>	<i>Position & Assignment</i>	<i>Replacement/ New Position</i>	<i>Period</i>
D.J. Rush ⁴	Technology Integration Specialist	New	11/12
Stephanie Bishop	Special Ed Aide/Root	Replacement	11/12
Thomas Tuck	Bus Driver/Transportation	Replacement	11/12
Alexandra Morrison	Special Ed Aide/Ramay	Replacement	11/12

Dianna Sanderson	Special Ed Aide/Owl Creek	Replacement	11/12
Virginia Hester	Bus Driver/Transportation	Replacement	11/12
Brenda Sellers	Lunchroom Aide/Asbell	Replacement	11/12

Resignations

<i>Name</i>	<i>Position & Assignment</i>
Curtis Romero	Custodian/District
John Parton	Bus Driver/Transportation
Charles Strahan	Special Ed Aide/Owl Creek
Nikki Whiteside	Lunchroom Aide/Root
Derrick Woodbury	ISS Supervisor/Owl Creek
Jerusha Winchester	Crossing Guard/Root
Sharon Wilcox	Special Ed Aide/Owl Creek
Sophia Keene	Pre-K Aide/Happy Hollow
Llona Luttrell	Kindergarten Aide/Owl Creek
Carol Oylar	Pre-K/Butterfield
Tamara Palmer	Lunchroom Aide/ McNair
Susan Haury	Food Service Tech/McNair
Kirby Walker	Lunchroom Aide/Asbell
Lora Nanak	Title I/Lunchroom Aide/Happy Hollow
Susan Baker	ISS Supervisor/Woodland
Marla Blake	Guided Literacy Aide/Butterfield
Dianna Sanderson	Kindergarten Aide/Owl Creek
Nell Sisco	Title I Aide/Butterfield
Rona Wamsley	Title I Aide/Leverett

Contract Renewal

<i>Name</i>	<i>Position & Assignment</i>
Maria D Perkins	Food Service/Vandergriff
Rogelia Westphal	Bus Aide/Transportation

¹Pending completion of a criminal background check and receipt of eligibility information from the Department of Education

²One Year Probationary Period

³Based on Student Count

⁴Grant Funded

⁵One Year Only

August 25, 2011

Consent Agenda

D. Student Transfers

TO: Board of Education

FROM: Vicki Thomas

I recommend approval of the following student transfer requests:

Incoming:

Patrick McLaughlin requests that his child, Lance McLaughlin, grade 12, be transferred from the Prairie Grove School District to the Fayetteville School District.

Elizabeth Farquharson requests that her child, Briawna Farquharson, kindergartner, be transferred from the Elkins School District to the Fayetteville School District.

Mary Farrell requests that her child, Rhoda Kawala, grade 3, be transferred from the Farmington School District to the Fayetteville School District.

Irvue Williams requests that his child, Charles Ray Davis, grade 12, be transferred from the Farmington School District to the Fayetteville School District.

Luz Morlet requests that his child, Sebastian Pina, grade 9, be transferred from the Farmington School District to the Fayetteville School District

Lindsey Mason requests that her child, Anna Mason, kindergartener, be transferred from the Farmington School District to the Fayetteville School District

Megan Gunn requests that her child, Hanes Gunn, kindergartener, be transferred from the Huntsville School District to the Fayetteville School District

Outgoing:

Vanessa Kelly requests that her child, Taylor Kelly, grade 9, be transferred from the Fayetteville School District to the Elkins School District.

Sharon Champlin requests that her child, Lacey Sipes, grade 10, be transferred from the Fayetteville School District to the Elkins School District.

Alfredo Centeno requests that his children, Malenda G. Centeno, grade 8, and Irma I. Campos, grade 10, be transferred from the Fayetteville School District to the Elkins School District

Geneva Skelton requests that her child, Joseph Grant Skelton, grade 1, be transferred from the Fayetteville School District to the Elkins School District

Ellen Matkowski requests that her child, Anna Matkowski, grade 1, be transferred from the Fayetteville School District to the Elkins School District

Kari Hodges requests that her children, Quinton Hodges, grade 11, and Jackson Hodges, grade 9, be transferred from the Fayetteville School District to the Elkins School District

Chad Tull requests that his child, Cammi L. Tull, grade 7, be transferred from the Fayetteville School District to the Elkins School District

Mary K. Scantling requests that her children, Katherine E. Scantling, grade 12, Harrison B. Scantling, grade 7, and Olivia R. Scantling, grade 2, be transferred from the Fayetteville School District to the Elkins School District

Terry Helm requests that his children, Austin Helm, grade 10, and Marlee Helm, grade 8, be transferred from the Fayetteville School District to the Elkins School District

Tim Gardner requests that his child, Kylee Gardner, kindergartner, be transferred from the Fayetteville School District to the Elkins School District

Karen Beyer requests that her child, Christopher W. Beyer, kindergartner, be transferred from the Fayetteville School District to the Farmington School District.

Aaron Marano requests that his children, Eliana Marano, grade 5, and Aiden Marano, kindergartner, be transferred from the Fayetteville School District to the Farmington School District.

Michelle O. Parrish requests that her children, Darious A. Parrish, grade 11, Charlie Barron, grade 8, and Kacie Barron, grade 6, be transferred from the Fayetteville School District to the Farmington School District

Valerie McFarland requests that her child, Kyra Morgan McFarland, grade 12, be transferred from the Fayetteville School District to the Farmington School District

Teresa Baker requests that her child, Sydney Baker, grade 8, be transferred from the Fayetteville School District to the Farmington School District

Kevin Ferrell requests that his child, Steffan M. Mews, grade 11, be transferred from the Fayetteville School District to the Farmington School District

Michael Dunlap requests that his child, Chandler Dunlap, grade 10, be transferred from the Fayetteville School District to the Farmington School District

Marisela Velazquez requests that his child, Iosa Luis Velaquez, grade 1, be transferred from the Fayetteville School District to the Farmington School District

Stormy Cox requests that her children, Hayden Cox, grade 3, and Madison Cox, grade 3, be transferred from the Fayetteville School District to the Farmington School District

Sheena Campbell requests that her children, Taylor Campbell, grade 1, and Weslynn Campbell, kindergartner, be transferred from the Fayetteville School District to the Farmington School District

Brenda Lambert requests that her child, Christine Cornelius, grade 8, be transferred from the Fayetteville School District to the Greenland School District.

Nathan Cooper requests that his child, Katelyn Cooper, grade 6, be transferred from the Fayetteville School District to the Greenland School District

Oletha Johnson requests that her child, Kainna D. Johnson, grade 11, be transferred from the Fayetteville School District to the Greenland School District

Dawn Musick requests that her child, Zachary Musick, grade 12, be transferred from the Fayetteville School District to the Prairie Grove School District

Matthew Newsom requests that his children, Corinne Newsom, grade 8, Jarrett Newsom, grade 7, and Jaeden Newsom, kindergarten, be transferred from the Fayetteville School District to the Springdale School District

Jennifer Branch requests that her child, Tyler Branch, grade 9, be transferred from the Fayetteville School District to the Springdale School District

Reba Acuff requests that her child, Jordan Acuff, grade 1, be transferred from the Fayetteville School District to the Springdale School District

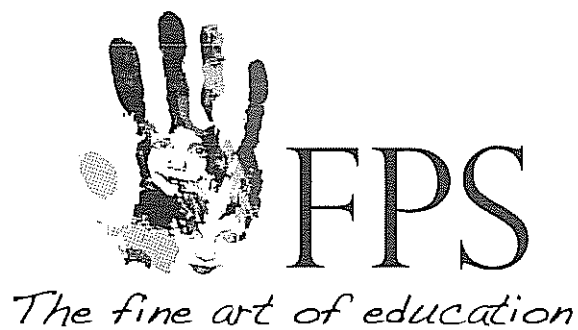
Jeff Alaniz requests that his children, Amber Devillier, grade 12, Sheniah Doss, grade 11, Michael Alaniz, grade 9, Brayden Doss, grade 8, and Ashley Alaniz, grade 7, be transferred from the Fayetteville School District to the Springdale School District

Angella Nalley requests that her children, Jesse Nalley, grade 2, and Daminen Nalley, kindergartener, be transferred from the Fayetteville School District to the Lincoln School District

Michael Walker requests that his child, Stephanie Walker, grade 12, be transferred from the Fayetteville School District to the Farmington School District

Jullian Franks requests that her child, Shyla Patton, grade 9, be transferred from the Fayetteville School District to the Farmington School District

Kelli Newberry requests that her child, Destiny Dutton, grade 8, be transferred from the Fayetteville School District to the Elkins School District



The Special Services Department would like your consideration of the attached service agreement with Ozark Guidance Center. This agreement will replace the agreement passed by the Board at the July meeting. It includes an addendum.

Your consideration is appreciated.

SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of July, 2011 by and between Ozark Guidance Center, Inc., a corporation organized and existing under the laws of the State of Arkansas, with its principal place of business in Springdale, Washington County, Arkansas, hereinafter referred to as "Ozark Guidance," and Fayetteville Public Schools located in Fayetteville, Washington County, Arkansas hereinafter referred to as "Organization."

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND AGREEMENTS CONTAINED HEREIN, the parties hereto agree as follows, to-wit:

1. SERVICES PROVIDED ORGANIZATION

Ozark Guidance has and will provide some or all of the following services to Organization, as well as other requested and necessary services not enumerated, to-wit:

Clinical Services Provided On-Site: (See Service Code Definition Glossary)

- Diagnostic Assessment (MHP Only)
- Individual, Group, and Family Therapy (MHP Only)
- Case Management (On or Off-Site Intervention)
- Crisis Intervention (MHP Only)
- Crisis Stabilization Intervention
- Clinical Consultation (MHP Only)
- Supplementary Clinical Services (Specify): _____

Clinical Services Provided Off-Site: (See Service Code Definition Glossary)

- Psychiatric Consultation and Medication Management
- Psychological Testing

Such services will be provided to students, residents or other persons over whom Organization has an obligation or desire to provide such services.

2. ACCESS GIVEN BY ORGANIZATION

Organization shall provide Ozark Guidance office space and telephone access on Organization's Premises for the rendition of such services, together with access to the following:

None

If no additional access is to be included, insert NONE

3. PAYMENT FOR SERVICES

Payment for services rendered by Ozark Guidance shall be by a third-party reimbursement, either private insurance or state or federal program reimbursement. Organization shall not be obligated to pay for the provision of such services, but shall take all action reasonable and necessary, including providing the necessary information to allow Ozark Guidance to make third-party claims for such services.

4. IMPLEMENTATION OF SERVICES

This Agreement shall be implemented in accordance with the attached program description marked Attachment "A" and incorporated by reference herein.

5. TERM OF AGREEMENT

This Agreement shall be effective on the date first written above and shall extend through the 2011 - 2012 school year. If no date is inserted, this Agreement shall continue until terminated or cancelled by either party upon the giving of thirty (30) days written notification to the other party.

6. CONFIDENTIALITY

During the rendition of services by Ozark Guidance and thereafter, Organization will hold in strictest confidence and not use or disclose to any person, firm or organization any information, work in progress, business, trade secret or any other secret, proprietary or confidential matter relating to Ozark Guidance or clients of Ozark Guidance which are not generally known to the public, except insofar as such disclosures or use may be required in the course of rendering services as requested by Ozark Guidance.

Permitted Uses and Disclosures of Individually Identifiable Health Information by

Organization: Ozark Guidance agrees to provide the services identified above under this Agreement that may require Organization to access health information that directly identifies or could be used (in combination with other available information) to identify clients, past or present, of Ozark Guidance. Organization understands and agrees that the only permissible uses and disclosures of individually identifiable health information are those necessary under the terms and conditions of this Agreement.

Individually Identifiable Health Information is Protected Health Information: Individually identifiable Health Information is legally protected from unauthorized disclosure, whether by Ozark Guidance or by Organization. Such information, by law, is called Protected Health Information and if hereinafter referred to as PHI." PHI is any information about a client or a client's treatment, including, but not limited to, information found in his or her medical records, insurance/payer information, verbal representations, Ozark Guidance's electronic information or any other written documentation compiled or maintained by Ozark Guidance that pertains to and identifies the client. For the purposes of this Agreement, any individually identifiable health information compiled or maintained by Organization is also considered PHI and subject to privacy laws as if it were under the possession and control of Ozark Guidance.

The Organization's Privacy Obligations to Safeguard PHI: The Organization shall safeguard all PHI in a manner that meets legal and ethical privacy standards applicable to Ozark Guidance. Safeguarding shall include, but not be limited to: (1) maintaining and using PHI in a secure, confidential manner that prevents unauthorized access by third parties; (2) using a "need-to-know" standard to limit access to PHI among Organization's employees or other authorized third-parties; (3) documenting by *client account number* and appropriate *date* specific PHI accessed; (4) reporting any inadvertent or unauthorized disclosure of PHI by Organization; (5) protecting from disclosure under subpoena or judicial process unlawful disclosure of PHI under Organization's control; (6) notifying Ozark Guidance's Privacy Officer within one working day of any attempt by a third party to use a subpoena or judicial process to access records of Organization that could include PHI; (7) remedying immediately any known breaches in this Agreement regarding PHI confidentiality by Organization; (8) removing, returning to Ozark Guidance, or otherwise destroying all hardcopy PHI and all electronically stored PHI from hard drives or storage media upon termination of this Agreement or upon sale, disposal or transfer of control to another party not associated with this Agreement, if such event occurs before this Agreement terminates.

Additional Privacy Obligations of Organization: Organization is obligated, upon request of Ozark Guidance, to amend records or make them available for review by Ozark Guidance or its clients. Organization must also mitigate and remedy, at its own expense, any unauthorized use or disclosure, including those of a prospective or contingent nature. In addition, Organization agrees to fully

comply with any audit or investigation by the Secretary of the Department of Health and Human Services or any of the Secretary's assignees.

Questions about Organization's Safeguarding Responsibilities: When necessary, it shall be the Organization's responsibility to seek clarification from Ozark Guidance's Privacy Officer regarding Organization's safeguarding and privacy obligations.

Right to Use Subcontractors or Assign the Agreement: Organization has no right to use ~~subcontractors or assign any rights, privileges or responsibilities under this Agreement to any third-~~ party, without the explicit written prior authorization of Ozark Guidance. Any agreement between Organization and an authorized subcontractor or assignee shall include the privacy provisions and obligations of this Agreement. It is understood that Organization may not limit or shift its privacy obligations or liability for breach of said obligations by use of subcontractors or assignees. For the purposes of this Agreement, any reference herein to Organization shall be construed to be equally applicable to and enforceable against any authorized subcontractor or assignee. A breach by a third-party acting in Organization's behalf shall be deemed a breach by Organization who, thereby, shall be jointly and severally liable for contract breaches with and by subcontractors and assignees.

Liability for Breach of Privacy Obligations: Unauthorized use and disclosure of PHI, or failure to submit in an audit or investigation by the Secretary of Health and Human Services, shall be a material breach of the terms and conditions of this Agreement, and shall subject Organization to the liability for damages or any other remedy provided by law.

Perpetual Duration of this Agreement: The privacy and confidentiality obligations required herein shall remain fully binding on Organization hereafter and shall not be subject to a term of years, nor be diminished in any manner whatsoever at, or following the date, Organization ceases providing services to Ozark Guidance.

7. MERGER AND GOVERNING LAW

This Services Agreement contains the entire understanding of the parties, supercedes all previous agreements, and may not be modified except in a writing signed by the parties. The law of the State of Arkansas shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Services Agreement the day and year reflected below.

By _____

Title _____

Date _____

SCHOOL SUPERINTENDANT
"Organization"

AND

By _____

Title _____

Date _____

SCHOOL BOARD PRESIDENT
"Organization"

By Robt J. L. PhD

Title Chief Clinical Officer

Date 7/27/11

CHIEF CLINICAL OFFICER
"Ozark Guidance"

SPECIAL SERVICES PREFERRED RATE ADDENDUM

THIS ADDENDUM, made and entered into this 27th day of July 2011, by and between Ozark Guidance Center, Inc., a corporation organized and existing under the laws of the State of Arkansas, with its principal place of business in Springdale, Washington County, Arkansas, hereinafter referred to as "Ozark Guidance," and Fayetteville School District located in Fayetteville, Arkansas, Washington County, Arkansas hereinafter referred to as "Organization."

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND AGREEMENTS CONTAINED HEREIN, the parties hereto agree as follows, to-wit:

1. PAYMENT FOR SERVICES

Ozark Guidance has and will provide some or all of the following services to Organization, as well as other requested and necessary services not enumerated, to-wit. These are usual and customary rates and are contingent upon approval of Organization and Ozark Guidance. Payment for services rendered by Ozark Guidance shall be at a rate payable by Fayetteville School District as follows:

Clinical Services Provided On-Site:	Rate Per Hour
• Diagnostic Assessment (MHP Only)	\$85.00
• Individual and Family Therapy (MHP Only)	\$80.00
• Group Therapy (MHP Only)	\$40.00
• Case Management (On or Off-Site Intervention) (MHP)	\$53.00 (MHPP) / \$80.00
• Crisis Intervention (MHP Only)	\$80.00
• Crisis Stabilization Intervention (MHP)	\$53.00 (MHPP) / \$80.00
• Clinical Consultation (MHP Only)	\$80.00
• Supplementary Clinical Services	To Be Determined
 Clinical Services Provided Off-Site:	 Rate Per Hour
• Psychiatric Consultation	\$120.00
• Medication Management	\$120.00
• Psychological Testing	\$110.00

Such services will be provided to students, residents or other persons over whom Organization has an obligation or desire to provide such services.

All other conditions stipulated in the Services Agreement, contained within, remain in effect.

IN WITNESS WHEREOF, the parties have executed this Services Agreement the day and year reflected below.

By _____

Title _____

Date _____

SCHOOL SUPERINTENDANT
"Organization"

By Ref. [Signature] Phos

Title Chief Clinical Officer

Date 7/27/11

CHIEF CLINICAL OFFICER
"Ozark Guidance"

AND

By _____

Title _____

Date _____

SCHOOL BOARD PRESIDENT
"Organization"

August 25, 2011

FHS Graduation Requirements

TO: Board of Education

FROM: Steve Jacoby

I will ask the Board to approve the changes in the requirements to participate in the graduation ceremony.

FAYETTEVILLE HIGH SCHOOL **PARTICIPATION IN THE GRADUATION CEREMONY** Graduating Class 2016

Beginning with the class of 2016, senior students shall have completed the required number of credits to meet graduation requirements prior to the last day of the school year for seniors in order to be eligible to participate in the graduation ceremony.

Any student who does not meet the requirements to participate in the graduation ceremony is strongly encouraged to complete all requirements for earning a high school diploma.

August 25, 2011

FHS Honors & High Honor Graduation Requirements

TO: Board of Education

FROM: Steve Jacoby

I will the Board to approve the changes to the FHS honors & high honors graduation requirements.

FAYETTEVILLE HIGH SCHOOL

HONORS CRITERIA

CURRENT AND RECOMMENDED

Graduating Class 2016

SCHOOL	Semesters	GPA Honors	GPA High Honors	GPA Distinguished	World Language	Pre AP, AP, Honors Honors, Concurrent course, Math course above Algebra II	Pre AP, AP, Honors High Honors	Pre AP, AP, Honors Distinguished
Fayetteville	7	3.0	3.5	4.0	2		5	8
Bentonville	8	3.5	3.75	NA	2	8	12	NA
Rogers (2)	8	3.3	3.75	4.0	2	1	3	4
Springdale (2)	8	3.5	3.5	3.5	2	2	4	6
Southside	7	3.0	NA	NA	NA	8	NA	NA
RECOMMENDED	8	3.5	3.75	4.0	2*	8	10*	12*

*Three years of a foreign language is required to be a High Honors or Distinguished Honors Graduate

*A fifth year of math is required to be a High Honors or Distinguished Honors Graduate

August 25, 2011

Revisions to Policies 5.7 (Absences) & 5.8 (Make-up Work)

TO: Board of Education

FROM: Ginny Wiseman

I will ask the Board to approve revisions to Policies 5.7 (Absences) and 5.8 (Make-up Work). These revisions are required by Act 1223 passed during the regular session of the 88th General Assembly.

5.7—ABSENCES

Education is more than the grades students receive in their courses. Important as that is, students' regular attendance at school is essential to their social and cultural development and helps prepare them to accept responsibilities they will face as an adult. Interactions with other students and participation in the instruction within the classroom enrich the learning environment and promote a continuity of instruction, which results in higher student achievement.

Excused Absences

Absences are excused for one of the following reasons:

- 1—The student's illness or when attendance could jeopardize the health of other students;
- 2—Death or serious illness in their immediate family (parent, legal guardian, grandparent, sibling, or any other relative living in the same household);
- 3—Observance of recognized holidays observed by their faith;
- 4—Attendance at an appointment with a government agency;
- 5—Attendance at a medical appointment;
- 6—Exceptional circumstances with prior approval of the principal; or participation in a school sanctioned activity.

It is the Arkansas General Assembly's intention that students having excessive excused absences be given assistance in obtaining credit for their courses.

Students will receive an excused absence only after the parent or legal guardian has contacted the school by telephone explaining the reason for the absence. Some principals may accept a written explanation in lieu of the required phone call.

Unexcused Absences

Absences not defined above or not having a parent or legal guardian telephone contact or an accompanying note, if allowed by the principal, from the parent or legal guardian shall be considered as unexcused absences. Students with 4 unexcused absences in a course in a semester shall not receive credit for that course. At the discretion of the principal after consultation with persons having knowledge of the circumstances of the unexcused absences, the student may be denied promotion or graduation. Excessive absences shall not be a reason for expulsion or dismissal of a student.

When a student has 2 unexcused absences, his/her parents, guardians, or persons in loco parentis shall be notified. Notification shall be by telephone by the end of the school day in which such absence occurred or by regular mail with a return address sent no later than the following school day.

Whenever a student exceeds 4 unexcused absences in a semester, the District shall notify the prosecuting authority and the parent, guardian, or persons in loco parentis shall be subject to a civil penalty as prescribed by law.

~~Students who attend in-school suspension shall not be counted absent for those days.~~

~~Days missed due to expulsion or out of school suspension shall be unexcused absences.~~

~~The District shall notify the Department of Finance and Administration whenever a student fourteen (14) years of age or older is no longer in school. The Department of Finance and Administration is required to suspend the former student's operator's license unless he/she meets certain requirements specified in the code.~~

~~Applicants for an instruction permit or for a driver's license by persons less than eighteen (18) years old on October 1 of any year are required to provide proof of a high school diploma or enrollment and regular attendance in an adult education program or a public, private, or parochial school prior to receiving an instruction permit. To be issued a driver's license, a student enrolled in school shall present proof of a "C" average for the previous semester or similar equivalent grading period for which grades are reported as part of the student's permanent record.~~

Education is more than the grades students receive in their courses. Important as that is, students' regular attendance at school is essential to their social and cultural development and helps prepare them to accept responsibilities they will face as an adult. Interactions with other students and participation in the instruction within the classroom enrich the learning environment and promote a continuity of instruction which results in higher student achievement. In recognition of the need for students to regularly attend school, the district's policy governing student absences is as follows.

Students shall not be absent, as defined in this policy more than 12 days in a semester. When a student has 6 absences, his/her parent, guardian, or person in loco parentis shall be notified that the student has missed half the allowable days for the semester. Notification shall be by telephone by the end of the school day in which such absence occurred or by regular mail with a return address sent no later than the following school day.

Whenever a student exceeds 12 absences in a semester, the District shall notify the prosecuting authority and the parent, guardian, or person in loco parentis shall be subject to a civil penalty as prescribed by law.²

Students with over 12 absences in a course in a semester shall not receive credit for that course. If the student fails to receive credit for a sufficient number of courses and at the discretion of the principal after consultation with persons having knowledge of the circumstances of the absences, the student may be denied promotion or graduation. Excessive absences, however, shall not be a reason for expulsion or dismissal of a student.

It is the Arkansas General Assembly's intention that students having excessive absences due to illness, accident, or other unavoidable reason be given assistance in obtaining credit for their courses. Therefore, at any time prior to when a student exceeds the number of allowable absences (unless unable to do so due to unforeseen circumstances), the student, or his/her parent, guardian, or person in loco parentis may petition the school or district's administration for special arrangements to address the student's absences. If formal arrangements are granted, they shall be formalized into a written agreement which will include the conditions of the agreement and the consequences for failing to fulfill the agreement's requirements. The agreement shall be signed by the student, the student's parent, guardian, or person in loco parentis, and the school or district administrator or designee. Unless a student's excessive absence is due to an unforeseen circumstance, the District will not accept a doctor's note for a student's excessive absence.

Days missed due to in-school or out of school suspension shall not count toward the allowable number of days absent.

Additional Absences

Additional absences that are not charged against the allowable number of absences are those where the student was on official school business or when the absence was due to one of the following reasons and the student brings a written statement upon his/her return to school from the parent, guardian, person in loco parentis, or appropriate government agency stating such reason:

1. To participate in an FFA, FHA, or 4-H sanctioned activity;
2. To participate in the election poll workers program for high school students;
3. To serve as a page for a member of the General Assembly;
4. To visit his/her parent or legal guardian who is a member of the military and been called to active duty, is on leave from active duty, or has returned from deployment to a combat zone or combat support posting; and
5. For purposes pre-approved by the school administration such as visiting prospective colleges, to obey a subpoena, or to attend at an appointment with a government agency ;

The District shall notify the Department of Finance and Administration whenever a student fourteen (14) years of age or older is no longer in school. The Department of Finance and Administration is required to suspend the former student's operator's license unless he/she meets certain requirements specified in the code.

Applicants for an instruction permit or for a driver's license by persons less than eighteen (18) years old on October 1 of any year are required to provide proof of a high school diploma or enrollment and regular attendance in an adult education program or a public, private, or parochial school prior to receiving an instruction permit. To be issued a driver's license, a student enrolled in school shall present proof of a "C" average for the previous semester or similar equivalent grading period for which grades are reported as part of the student's permanent record.

ABSENCE PROCEDURES

1. "Absence" means a student was not present at a roll call or during some portion of the school day.
2. Anything this regulation requires The Principal to do may be delegated; however, the Principal shall maintain supervisory control and accountability for proper performance by the delegate.
3. ~~The Principal may excuse absences due to religious holidays, illness, accident, unavoidable circumstances, family emergencies, or educationally valuable activities away from school. Even excusable absences may have a negative impact upon academic performance; therefore, the Principal may decide not to excuse an absence in light of the District's duty to enforce the compulsory education laws and encourage academic progress.~~
3. If formal arrangements are granted, they shall be formalized into a written agreement which will include the conditions of the agreement and the consequences for failing to fulfill the agreement's requirements. The agreement shall be signed by the student, the student's parent, guardian, or person in loco parentis, and the school or district administrator or designee.
4. ~~If a student is absent 8 times from any class during a semester, the Principal may decide~~

- ~~to not excuse any more absences from that class.~~
5. Principals are authorized to deny academic credit ~~on the basis of 4 unexcused absences or after 12 absences, whether excused or unexcused.~~
Principals are authorized to convene a student attendance committee to assist in the implementation of this administrative regulation.
6. Principals shall provide parents a copy of the District policy on excessive ~~unexcused~~ absences.
7. ~~When a student under age 18 has accumulated 2 unexcused absences in a semester, the Principal shall notify his/her parents, guardians, or persons in loco parentis. Notification shall be by telephone by the end of the school day in which such absence occurred or by regular mail with a return address sent no later than the following school day.~~
8. ~~When a student has 6 absences, his/her parent, guardian, or person in loco parentis shall be notified that the student has missed half the allowable days for the semester. Notification shall be by telephone by the end of the school day in which such absence occurred or by regular mail with a return address sent no later than the following school day. In addition, when a student has accumulated 9 absences his/her parent, guardian, or person in loco parentis shall be notified by telephone by the end of the school day in which such absence occurred or by regular mail with a return address sent no later than the following school day.~~
8. When a student ~~under age 18~~ has accumulated ~~4 unexcused absences in a semester~~ 12 absences, the Principal shall notify his/her parents, guardians, or persons in loco parentis by regular mail with a return address sent no later than the following school day. The Principal shall also prepare an affidavit using the approved affidavit format and forward the affidavit with attachments to the Director of Student Affairs.
9. The Director of Student Affairs shall review affidavits for accuracy and forward them to the Juvenile Prosecutor for Washington County.
10. The Principal shall make a thorough attempt to locate and improve the attendance rate of those students who have accumulated excessive ~~unexcused~~ absences.
11. ~~Principals may not "drop" or terminate a student's enrollment unless the Principal has verified that the student does not reside in our school district.~~
12. ~~When a student has 10 unexcused absences in a semester, the Principal shall transfer that student's name and a copy of the student's file to the Director of Student Affairs.~~
13. The Director of Student Affairs shall notify the Department of Finance and Administration of students age 14-17 with excessive ~~unexcused~~ absences who are no longer in school, using the form required by the department.

Legal References: [A.C.A. § 6-18-209](#)
 [A.C.A. § 6-18-220](#)
 [A.C.A. § 6-18-222](#)
 [A.C.A. § 6-18-229](#)
 [A.C.A. § 6-27-113](#)
 [A.C.A. § 7-4-116](#)
 [A.C.A. § 27-16-701](#)

Date Adopted: 8-28-03
Revised: 1-22-04
Revised: 4-27-05
Revised: 6-24-10

5.8—MAKE-UP WORK

Students who miss school due to an ~~excused~~ absence shall be allowed to make up the work they missed during their absence. It is the responsibility of the student to arrange for all make-up work with his/her teacher(s). Each school shall establish a uniform timetable in which students must make up their work to receive credit.

~~Work may not be made up for credit for unexcused absences, except as discussed in Policy 5.17 concerning Out of school suspension. Out of school suspensions are unexcused absences.~~

Work may not be made up for credit for absences in excess of the number of allowable absences in a semester unless the absences are part of a signed agreement as permitted by policy 5.7-ABSENCES.

Out of school suspensions will not count as absences however, makeup work will only be allowed for the first 10 days. For any subsequent out of school suspensions, the student will not be allowed to make up any assignments, tests, or work scheduled for those days suspended.

Date Adopted: 10-28-04

Revised: 6-24-10

Revised:

August 25, 2011

New Policies 6.16 (Naming Rights) and
6.17 (Naming Facilities)

TO: Board of Education

FROM: Rudy Moore, Jr.

I will ask the Board to approve new Policies 6.16 (Naming Rights) and 6.17 (Naming Facilities).

6.16 – Naming Rights

I. Purpose

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school District facilities, including buildings and grounds. This policy does not include scholarships or research grants.

II. General Statement of Policy

Fayetteville Public Schools recognizes two circumstances in which the District may grant naming rights: Naming rights in consideration and naming rights in recognition. In each circumstance, the District enters into a written agreement about the nature of the naming right. The provisions of this policy govern any agreement.

III. Definitions

- A. "Facilities" are District-owned buildings and properties, including outdoor fields, streets and areas.
- B. "Naming rights in consideration" is recognition for financial contributions, sponsorship or other commercial transactions.
- C. "Naming rights in recognition" is recognition of a significant contribution to the District that the District wishes to honor.

IV. Naming Rights in Consideration

The District may grant naming rights in consideration to recognize contributions made to the District. The contribution may be a financial contribution, sponsorship or the provision of equipment, materials, land or services. These contributions are at the discretion of the District.

V. Naming Rights in Recognition

- A. The District may grant naming rights in recognition to recognize contributions to the District that were not contributed to the District for the purpose of receiving naming rights. Naming rights for these considerations are at the discretion of the District.
- B. One of the following criteria must be met for granting naming rights in recognition:
 - 1. Recognition of outstanding service to the District while serving in an academic or administrative capacity or outstanding service to the Fayetteville community; or
 - 2. Recognition of the achievements of distinguished alumni; or
 - 3. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.) such being

voluntary and not rendered in consideration of granting of naming rights.

VI. Granting Naming Rights

- A. In granting naming rights, either "in consideration" or "in recognition", due regard should be taken of the need to maintain an appropriate balance between commercial considerations and the role which names of buildings and spaces contribute to the District's sense of identity as well as their role in assisting staff, students and visitors to orient themselves within a campus.
- B. The granting of naming rights must always be consistent with the District's mission and vision. The long-term effects of the naming rights must be considered. The department/school affected by the naming right to be granted must be consulted before any decision is made.
- C. Each granting of naming rights is bound by a written agreement defined by this policy and all other applicable board policies.

1. Items for Which Naming Rights May Be Awarded:

- Auditoriums/Theaters
- Gymnasiums
- Libraries
- Gardens/Walks
- Athletic Fields/Facilities
- Concessions/Locker Rooms

2. Informed Consent

The District shall not grant a naming right without the informed consent of the named party.

3. Monetary Valuation of Naming Rights

Monetary valuations may be assigned to proposed naming rights on a case-by-case basis to aid with making decisions about granting naming rights.

4. Guidelines

The Superintendent will decide the monetary valuation of each naming right after receiving a recommendation from a committee of administrators designated by the Superintendent who may take advice from such persons or other professionals as needed. Each case should take into account market comparisons for naming rights for which professional advice may be sought.

5. Duration of Naming Rights

The duration of naming rights is decided or negotiated on a case-by-case basis.

6. Physical Display of Naming Rights

- a. Whether there is a physical display of the naming rights is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the naming rights will take into account the identification of the District and opportunities offered by that building for the District.
- b. When "naming rights in recognition" is awarded, plaques may, with the approval of the superintendent, be installed in buildings.

7. Transferability

"Naming rights in consideration" may be transferred by mutual agreement between all parties. "Naming rights in recognition" may not be transferred.

8. Renewability

Naming rights may be renewed by mutual agreement between all parties.

9. Limit of Naming Rights

a. On the Part of the District

The District's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.

b. On the Part of the Named Party

The named party, after whom a building or part of a building is named, has no decision-making rights as to the purpose of the building or part the building unless specifically provided for in the written agreement between the parties. The District will not agree to any condition in an agreement that could unnecessarily limit progress toward the District's mission and purpose, statutory obligations, or the local authority of the Board of Education. In turn, the named party has no liability in respect to that building or part of a building unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights agreement.

10. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The District reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it necessary to do so to avoid the District being brought into disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the District directly brings the named party into disrepute.

Cross Reference: Policy 6.17 (Naming Facilities)
Policy 6.3 (Public Gifts and Donations to the Schools)

Adopted: _____

6.17 – Naming Facilities

I. Purpose

The purpose of this policy is to establish the criteria and procedures for naming District facilities.

II. General Statement of Policy

Fayetteville Public Schools recognizes the importance and significance of naming District facilities and will follow these procedures when reviewing and acting upon all nominations.

III. Definition

"Facilities" are District-owned buildings and properties, including outdoor fields, streets and areas.

IV. Procedures

A. New Facilities

When a new facility is acquired or constructed, the Board of Education will appoint a committee consisting of community members, students and staff to recommend appropriate names for the new facility. The committee will provide two or three possible names to the superintendent who will make a recommendation to the Board of Education for consideration, and the names will be included in the minutes. The Board of Education will make the final decision on the name of any District facility.

When naming a facility after an individual, special consideration will be given to persons that have special significance to students, staff and/or the community.

B. Existing Facilities and Additions

Once a building or facility is named, that name will remain with the building or facility unless changed or removed by the Board of Education. Names will be changed using the same process outlined above. Names may be changed when a specific program or theme for which the facility was named changes, when the current name no longer supports the objective of the facility, or when due to additions or renovations to an existing facility. Names may be removed at the discretion of the Board of Education.

C. Naming Rights

The Board of Education may, when it is in the best interest of the District to do so, contract to sell or lease naming rights to any District-owned property to an entity or organization whose stated purpose is consistent with the educational mission of the District and whose activities are not contrary to that mission.

Cross Reference: Policy 6.16 (Naming Rights)

6.3—PUBLIC GIFTS AND DONATIONS TO THE SCHOOLS

The District and the Board of Education may receive monetary gifts or donations of goods or services that serve to improve or enhance the goals of the District. Any gifts to the District become the property of the District and are subject to the same regulations as any other District-owned property.

It is a breach of ethical standards and a violation of Arkansas law for any Board member, administrator, or District employee to, in any manner, receive a gift in return for employment, or to influence the award of any contract or transaction with the District. Prior to accepting any gift or donation in the name of a school or the District, all personnel shall examine the "reasonableness" of the gift against its potential for real or perceived violation of the aforementioned ethical standards.

The Board reserves the right to not accept any gift or donation that would not contribute to the attainment of District goals or that would obligate the District to unacceptable outlays of District resources. The administration shall present for Board consideration and approval any gifts or donations that they deem could so obligate the District.

The Board will strive to honor the donor's intent regarding gifts earmarked for a specific purpose. Laws and District's needs change with time and the District reserves the right to adjust the use of any gift to meet current needs of the educational program.

Legal References: A.C.A. § 6-24-110
 A.C.A. § 6-24-112

Date Adopted: December 18, 2003
Last Revised:

August 25, 2011

Qualified School Construction Bonds

TO: Board of Education

FROM: Lisa Morstad

I will ask the Board to approve a revised resolution to sell QSCBs.

RESOLUTION

WHEREAS, Fayetteville School District No. 1 of Washington County, Arkansas (the "District") has previously accepted \$955,000 in Qualified School Construction Bond (QSCB) tax credit allocations through the Arkansas Department of Education; and

WHEREAS, the District has now been notified by the Arkansas Department of Education that it has received an additional QSCB tax credit allocation of \$185,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District:

Section 1. The District hereby accepts the additional \$185,000 in QSCB tax credit allocations for a total amount of QSCB tax credit allocations of \$1,140,000.

Section 2. That a copy of this Resolution shall be filed in the main administrative office of the District. It shall be continuously available for public inspection during regular business hours on every business day until the date of issuance of the Bonds.

Section 3. That all Resolutions in conflict herewith are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in full force and effect from and after its adoption.



CERTIFICATE

I, the undersigned, Secretary of the Board of Directors of the above District, certify the foregoing to be a true copy of a Resolution duly adopted by the Board at a regular meeting of the Board held on the ____ day of _____, 2011. The Resolution appears in the official minutes of the meeting which are in my custody. At the time of the meeting the duly elected (or appointed), qualified and serving members of the Board and their respective votes on the adoption of the Resolution were as follows:

<u>Director</u>	<u>Vote</u> <u>(Aye, Nay, Abstain or Absent)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I further certify that the meeting of the Board was duly convened and held in all respects according to law; that to the extent required by law due and proper notice of the meeting was given to the members of the Board and to the public; that the meeting was open to the public; that a legal quorum was present throughout the meeting; that all other requirements and proceedings under the law incident to the proper adoption and passage of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this Certificate.

CERTIFIED under my hand and seal of the District this ____ day of _____, 2011.

Secretary

(SEAL)



August 25, 2011

Auditor Selection

TO: Board of Education

FROM: Lisa Morstad

I will present administration's recommendation for the FY11 audit contract.



August 25, 2011

Key Work of School Boards Study

TO: Board of Education

FROM: Justin Eichmann

I will present the fifth of eight presentations by Board members on the *Key Work of School Boards*. The subject is alignment.



August 25, 2011

FY11 Year End Report

TO: Board of Education

FROM: Lisa Morstad

I will ask the Board to approve the year-end budget report for FY11.

Executive Summary Financial Report
Fayetteville Public Schools
FY2010-11

As of 8/17/2011

Revenues:

	Revised FY10 Budget	Revised FY11 Budget	Year to Date 6/30/2011 <small>12 months of 12 = 100%</small>	% of Budget <small>Note</small>	Year To Date 6/30/2010 <small>12 months of 12 = 100%</small>
Property Tax Reserve	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	100%	\$ 3,000,000.00
21 C Fund		\$ 900,000	\$ 900,000	100%	
Capital Funds for FHS Phase I		\$ 2,278,635	\$ 2,278,635	100%	
Uncommitted Cfwd					
Restricted Carryforwards	\$ 4,281,046	\$ 2,712,502	\$ 2,712,502	100%	\$ 4,281,046.39
State Funds	\$ 21,992,862	\$ 22,705,524	\$ 23,319,193	103%	\$ 22,036,104.19
Local Funds	\$ 53,594,854	\$ 55,034,303	\$ 56,056,930	102%	\$ 53,448,714.29
Interest on checking account	\$ 120,000	\$ 75,000	\$ 146,834	a 196%	\$ 159,838.82
Fed Funds/Grants/Restricted	\$ 7,570,745	\$ 11,344,586	\$ 12,648,190	b 111%	\$ 9,509,451.84
Vocational Education	\$ 27,000	\$ 27,000	\$ 17,334	c 64%	\$ 26,812.52
Softdrink contract	\$ 50,000	\$ 50,000	\$ 50,000	100%	\$ 50,000.00
Athletics	\$ 125,000	\$ 125,000	\$ 218,370	d 175%	\$ 199,488.05
E-rate	\$ 35,000	\$ -	\$ -	e	\$ 33,227.06
Miscellaneous	\$ 130,000	\$ 130,000	\$ 166,672	128%	\$ 374,735.19
Food Service sales	\$ 1,330,000	\$ 1,463,104	\$ 1,567,976	h 107%	\$ 1,517,307.20
Reserve	\$ 5,281,200	\$ 5,281,200	\$ 5,281,200	100%	\$ 5,281,200.00
Total Revenues & Reserve:	\$ 97,537,706	\$ 105,126,854	\$ 108,363,836		\$ 99,917,925.55

Expenditures:

Salaries	\$ 55,600,000	\$ 58,051,410	\$ 58,181,348	100%	\$ 55,812,709.71
Fringe Benefits	\$ 13,609,437	\$ 14,512,853	\$ 14,519,843	100%	\$ 13,813,929.72
Debt Service Payments	\$ 6,080,000	\$ 11,020,000	\$ 11,694,999	f 106%	\$ 5,920,220.47
Maintenance & Operations:					
Maintenance	\$ 1,344,505	\$ 1,230,755	\$ 1,143,893	g 93%	\$ 1,281,789.12
Utilities	\$ 1,720,174	\$ 1,673,899	\$ 1,500,889	g 90%	\$ 1,468,280.32
Transportation	\$ 871,873	\$ 846,873	\$ 785,868	g 93%	\$ 907,562.10
Food Service	\$ 1,064,283	\$ 1,054,183	\$ 1,456,298	h 138%	\$ 1,525,979.90
Technology	\$ 500,864	\$ 469,614	\$ 442,683	g 94%	\$ 242,997.86
Curriculum & Instruction	\$ 1,900,000	\$ 1,569,423	\$ 1,530,620	g 98%	\$ 1,869,154.47
School Improv/Prog. Devlp.	\$ 251,922	\$ 235,422	\$ 235,350	100%	\$ 200,073.18
Athletics/Physical Education	\$ 373,926	\$ 323,926	\$ 370,952	d 115%	\$ 384,932.15
Grant Expenditures (not personnel)	\$ 2,075,745	\$ 2,195,794	\$ 2,991,510	b 136%	\$ 2,519,693.07
Miscellaneous	\$ 406,520	\$ 405,000	\$ 535,253	i 132%	\$ 386,917.72
Tuition	\$ 13,000	\$ 44,000	\$ 54,240	j 123%	\$ 14,325.74
C21 Curriculum	\$ 1,945,372	\$ 500,000	\$ 579,064	g 116%	\$ 1,516,815.36
Capital Expense	\$ 296,596	\$ -	\$ -		\$ 296,596.00
Reserve	\$ 5,281,200	\$ 5,281,200	\$ 5,281,200		\$ 5,281,200.00
Unrestricted Carryforward	\$ 3,000,000	\$ 3,000,000	\$ 3,427,902		\$ 3,762,246.76
Restricted Carryforward FY12			\$ 919,422		\$ -
Restricted Carryforward	\$ 1,202,290	\$ 2,712,502	\$ 2,712,502		\$ 2,712,501.90
Total Expenditures & Reserve:	\$ 97,537,707	\$ 105,126,854	\$ 108,363,836		\$ 99,917,925.55



August 25, 2011

Fayetteville High School Status Report

TO: Board of Education

FROM: Vicki Thomas

Information regarding the renovation and construction at Fayetteville High School will be presented. Jared Brown, project manager from Nabholz Construction, will present the information.

